

MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF THE ARMY
AND
FEDERAL EMERGENCY MANAGEMENT AGENCY
FOR
MAINTAINING AND UPDATING
THE
NATIONAL INVENTORY OF DAMS

I. PURPOSE

The purpose of this memorandum of agreement is to establish Department of the Army and Federal Emergency Management Agency responsibilities for cooperatively maintaining and updating a national inventory of dams.

II. PARTIES

The parties to this agreement are the Department of the Army, represented by the Assistant Secretary of the Army (Civil Works), and the Federal Emergency Management Agency, represented by the Associate Director for State and Local Programs and Support Directorate (hereinafter FEMA).

III. AUTHORITY

The authority for this agreement is contained in section 1201 of Public Law 99-662, the Water Resources Development Act of 1986, and section 1535 of title 31, United States Code, the Economy Act. Section 1201 of Public Law 99-662 authorizes the Secretary of the Army, acting through the Chief of Engineers, to maintain and periodically update a national inventory of dams. Section 1535 of title 31, United States Code, authorizes the inter- and intra-departmental furnishing of materials and performance of work or services on a reimbursable basis.

IV. EXECUTION

The Department of the Army will transfer an existing computerized national inventory of dams data base, presently maintained on a Cyber computer system, to FEMA. FEMA shall maintain and periodically update the inventory of dams under the direction of the Department of the Army and on a reimbursable basis. FEMA shall furnish all services, equipment and materials required for execution of the work. In accordance with section 1201 of Public Law 99-662, the Secretary of the Army shall retain final authority and responsibility for the inventory of dams.

A. Data Base Management System. FEMA shall use its computerized information management system, including a computer dedicated to this purpose, to maintain and update the inventory of dams. The computerized data base management system for the inventory work shall employ a relational database which provides on-line retrieval via Structured Query Language, as proposed and developed by FEMA and agreed to by the Department of the Army. The data base shall be made directly accessible to Federal and state agencies for on-line query and retrieval of data, and indirectly accessible to private sources.

B. Inventory Maintenance and Updating. Data transferred from the existing inventory to the FEMA system shall be validated by comparison to the existing inventory. The integrity of the existing inventory data shall be maintained and existing data shall be revised or updated only. No data items or corresponding data for dams listed in the existing data shall be deleted. The updated data placed in the inventory and new data for qualifying dams not previously listed. Minimum data for qualifying dams not previously listed in the inventory shall be as agreed to by the Department of the Army and FEMA. Data elements other than the minimum required shall be placed in separate report tables within the data base. Qualifying dams shall be collected from Federal agencies represented on the Interagency Committee on Dam Safety, state agencies and other verifiable sources and placed in the inventory.

C. Plan of Execution. FEMA shall develop and submit to the Department of the Army a plan of execution for accomplishing the inventory work within 90 days of the date of execution of this agreement. This plan shall specify performance tasks and sequential milestones which define methodology and measurable levels of accomplishment. Included in this plan shall be a general description of the data base management system, classification and number of personnel to be used in the work, date of availability of existing inventory on the FEMA system, and quarterly projections of updated data for dams. FEMA shall publish updated information on the inventory annually beginning September 30, 1989 through the period ending September 30, 1992.

E. Reports. FEMA shall provide quarterly reports to the Department of the Army completely describing the status of inventory work.

V. FUNDING

Funding for the inventory is authorized to be appropriated to the Department of the Army. The amount of funds available

for Fiscal Year 1989 is \$844,000. The authorized appropriation is \$500,000 per year for each of the remaining fiscal years through the expiration of the authority conferred in section 1201 on September 30, 1992. The Department of the Army will provide funding to FEMA, subject to the availability of appropriations, for the inventory work in accordance with the provisions stipulated herein.

A. Reimbursement. The Department of the Army will reimburse FEMA pursuant to section 1535 of title 31, United States Code, for the cost of performing the tasks established and accomplished pursuant to this agreement. FEMA shall prepare an interagency agreement as the instrument through which funds shall be received. Funds shall be tracked through the interagency agreement and the special FEMA account established therein. FEMA shall provide records of this account to the Department of the Army, as requested.

B. Advance Funding. In appropriate circumstances, the Department of the Army will provide advance funding to FEMA upon receipt of justified requests. Each justified request shall include descriptions of the tasks to be performed, periods of performance, and estimated cost of man hours and associated services. FEMA shall submit requests to: U. S. Army Corps of Engineers, ATTN: CEEC-ED (Chief, Structures Branch), 20 Massachusetts Avenue, N. W., Washington, D. C. 20314-1000.

VI. DURATION

This agreement shall continue in effect until September 30, 1992, unless terminated earlier by either party.

VII. TERMINATION

Either party may terminate this agreement upon providing ninety (90) days written notice to the other. After the issuance of a notice of termination by either party, FEMA shall (1) stop work under this agreement on the specified date, (2) terminate all orders and contracts for materials and services, and settle all outstanding liabilities and claims resulting from the termination of such orders and contracts, and (3) transfer all completed work and work in progress to the Department of the Army in the manner and at the times mutually acceptable to both parties. The Department of the Army will reimburse FEMA for all costs incurred prior to the date of termination of this agreement, and for the costs of closing out existing orders or contracts in the event the Department of the Army terminates this agreement. FEMA shall be responsible for the costs of closing out existing orders or contracts in the event FEMA terminates this agreement.

VIII. PROJECT MANAGERS

Project managers representing the Department of the Army and FEMA for the inventory activity are as follows:

(A) Department of the Army:

Primary: LLOYD A. DUSCHA
Deputy Director
Directorate of Engineering and
Construction
U. S. Army Corps of Engineers

Alternates: HERBERT H. KENNON
Chief, Engineering Division
Directorate of Engineering and
Construction
U. S. Army Corps of Engineers

ROBERT J. SMITH
Chief, Structures Branch
Engineering Division
Directorate of Engineering and
Construction
U. S. Army Corps of Engineers

(B) FEMA:

Primary: WILLIAM S. BIVINS
Chief, Program Development Branch
Earthquakes and Natural Hazards
Programs Division
Office of Natural and Technological
Hazards Programs

Alternates: HAROLD W. ANDRESS
Emergency Management Specialist
Earthquakes and Natural Hazards
Programs Division
Office of Natural and Technological
Hazards Programs

CECIL HINES
Program Analyst
Emergency Management Systems
Development Division
Office of Civil Defense

IX. AGREEMENT

IN WITNESS WHERE OF, the parties hereto have executed this agreement as of the day and year indicated below.

THE UNITED STATES OF AMERICA

THE UNITED STATES OF AMERICA

BY 
ROBERT W. PAGE
Assistant Secretary of the Army
(Civil Works)
Department of the Army

BY _____
GRANT C. PETERSON
Associate Director
State and Local Programs and
Support Directorate
Federal Emergency Management
Agency

DATE 3-3-89

DATE _____